Steve-This eager for your files re: Joe's memo 10/10/79 on PCBs Hanling file: PCB Centractor. CHOSS REF. NO.

,	SEATTLE CITY LIGHT								2694						
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Oct 16, 1979			CITY LIGHT			DATE	PURCHAS	PURCHASE CONTRACT NO.							
						ACKNOWLEDGMENT REQUIRED TERMS				PAGE NO.					
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	<u>'</u>				Toxic Substances Control Act, Section 6(e)(1)										
			+		(Pub. L. 94-469). See requested special con-										14.4 1.1.2 1.1.2
			-		tract provisions attached.										
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			ļ	(1)	Wes-Con Inc (2) Chem-Nuclear Systems In									*:	- 35
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BUYER					REMENT MGR	<u> </u>				UGGESTED SOURCES See Above					
BUYERS NOTES			· · · · · · · · · · · · · · · · · · ·		BIDS W	LL BE RECEIVE	D UP TO				50				

Invitation to Bid - Disposal of Polychlorinated Biphenyls (PCBs)

Provide a complete disposal service for Polychlorinated Biphenyls (PCBs), a toxic material. PCBs will be received for disposal by the contractor's driver or agent in four possible forms; pure liquid contained in 55 gallon steel drums, miscellaneous materials such as earth or absorbant material contaminated with PCBs (sludge) in 55 gallon steel drums, leaking high voltage electrical equipment such as large capacitors, transformers or switchgear in 55 gallon steel containers and pallets of non-leaking PCBs filled electrical equipment such as capacitors, transformers or switchgear.

Satisfactory performance by the contrator under this contract shall require strict compliance with the Federal Toxic Substances Contract Act, Section 6 (e) (1), Public Law 94-469 and Title 49, Code of Federal Regulations Chapter I, Materials Transportation Bureau, Department of Transportation, Subchapter C, Hazardous Materials Regulations, Part 177;

Subpart B, Section 177.834 (a) thru (L)

Subpart B, Section 177.841

Subpart D, Section 177.853

Subpart D, Section 177.854

Subpart D, Section 177.860

Bidders shall be restricted to persons or corporate entities who own or totally control disposal sites certified by the Federal Environmental Protection Agency for the disposal of PCBs materials and sludge or equipment containing PCBs. Should a bidder not be certified for liquid PCBs, a subcontract arrangement may be presented with the primary bid for review by the City. If such an arrangement is presented, the contractor shall not be relieved of any insurance responsibilities by virtue of the subcontract arrangements.

It is contemplated that this contract will require the transportation and disposal of

approximately 4-5 loads per year, as required, during the remainder of 1979, during 1980 and 1981; each load is estimated to consist of approximately 8 - 3'9" square pallets of capacitors or other items averaging 3'6" high and 4 - 55 gallon steel drums. The City will be neither obligated nor restricted by these estimates. The successful contractor will be notified when the first load will be ready for pick up with a three week leadtime.

All materials are to be picked up by the contractor or the contractor's agent at the Salvage Area of the South Service Center, 3613 - 4th Avenue South, Seattle, Washington, 98134, upon notification by the Chief Warehouser - Salvage. Prior to leaving the South Service Center premises, the contractor's driver or transportation agent's driver will furnish the Chief Warehouser - Salvage with an Acceptance Receipt for the load, detailing quantities of each item received and a Certification that the materials will be delivered to the contractor or to a disposal site which is certified by the Environmental Protection Agency. City Light will load the Contractor's or Agent's truck subject to the general direction of the driver.

Billing for each pick-up is to be a single bill directed to:

City Light Department

1015 - Third Avenue

Seattle, Washington 98104

Attention: Chief Warehouser - Salvage

South Service Center - A.

The bill is to detail charges by item showing transportation and disposal charges separately.

The Contractor shall assume ownership of all PCBs materials and equipment containing PCBs at the property line of the South Service Center.

Bidders will submit their bids only on the enclosed bid form, expressing their bids in terms of units shown together with insurance details as provided herein.

The Contractor will take out and maintain during the life of the contract Bodily Injury and Property Damage Liability Insurance appropriate to the use of automotoive vehicles in performance of this contract, including cover for sudden accidental discharge of pollutant materials.

The Contractor will also take out and maintain during the life of this contract Environmental Impairment Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurence and a total of Two Million Dollars (\$2,000,000) in any one year covering the Contractor and the City of Seattle from any or all claims for Bodily Injury, Property Damage, and Impairment or diminuation of any environmental right or amenity protected by law; said Liability Insurance to include protection against claims arising out of the use of automotive vehicles in the performance of this contract and liability arising from Environmental Impairment due to a sudden, unintended and unexpected happening.

The Contractor will provide the City (prior to performance under the contract) Certificates of Insurance appropriate to the foregoing insurance, said Certificates providing not less than ten (10) days notice to the City in the event of cessation of such insurance. The Certificate of Insurance for Environmental Impairment will specifically state that the City of Seattle is an Additional Insured thereunder, and will be accompanied by a copy of the Agent's request to the Insurer that said insurance policy be specifically endorsed as such.

Bidders will include the following information with their bids:

- A description of the insurance wich they have in force at the present time and a discussion of how they propose to modify their present coverage to comply with this contract if required.
- 2. A description of the preparations for shipping which the Contractor desires be performed on the disposable items prior to pick up. It is intended that these preparations will become a part of the bid evaluation and of any contract. Preparation for shipping clauses will not be changed

Transportation. In compliance with the Invitation to Bid dated , 1979, and subject to all the terms and conditions thereof, the undersigned hereby offers and agrees to provide transportation and disposal services to the City of Seattle for the following toxic materials at the rates specified. For the remainder of the year 1979: \$_____ per 55 gal. drum. PCBs Liquid \$_____ per 55 gal. drum. PCBs Sludge, or other contaminated material: \$_____ per 55 gal. drum. PCBs filled equipment, leaking: PCBs filled equipment (mostly capacitors) banded to 3'9" square pallets - average 3'6" high ____ per pallet. For the year 1980: \$_____ per 55 gal. drum. PCBs Liquid \$_____ per 55 gal. drum. PCBs Sludge, or other contaminated material: PCBs filled equipment, leaking: \$ per 55 gal. drum. PCBs filled equipment (mostly capacitors) banded to 3'9" square pallets - average 3'6" high. per pallet. For the year 1981: \$ per 55 gal. drum. PCBs Liquid \$_____ per 55 gal. drum. PCBs Sludge, or other contaminated material: per 55 gal. drum. PCBs filled equipment, leaking: PCBs filled equipment (mostly capacitors) banded to 3'9" square pallets - average per pallet. 3'6" high.

during the contract term except by edict of the EPA or Department of

Declaration by bidder as co shipping preparations to be made by City Light prior to

pick up. (Attach separate statement if required)

Description of insurance coverages in force is attached hereto.